

**EXTERNAL MAIL: Re: EXTERNAL MAIL: RE: EXTERNAL MAIL: Re: EXTERNAL MAIL:
RE: Winters Specific Plan**

Jeff Roberts [REDACTED]

Tue 4/2/2019 5:56 PM

To: John Donlevy <john.donlevy@cityofwinters.org>

Thanks John for the heads up. I will be very interested in this topic

Sent from my iPhone

> On Apr 2, 2019, at 5:42 PM, John Donlevy <john.donlevy@cityofwinters.org> wrote:

>

> Jeff,

>

> You may want to watch on our live feed tonight or see the replay. I am talking about the land use element of the General Plan and I expect some folks at the meeting.

>

> John

>

> John W. Donlevy, Jr., City Manager

> City of Winters

> 318 First Street

> Winters, CA 95694

> [REDACTED]

> [REDACTED]

>

> Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

>

> -----Original Message-----

> From: Jeff Roberts [[mailto:\[REDACTED\]](mailto:[REDACTED])]

> Sent: Tuesday, April 02, 2019 5:14 PM

> To: Shelly Gunby

> Cc: Ethan Walsh; [REDACTED]; John Donlevy

> Subject: EXTERNAL MAIL: RE: EXTERNAL MAIL: RE: EXTERNAL MAIL: RE: Winters Specific Plan

>

> All,

>

> Please see attached agreement and check (copy). The originals will be in the mail tomorrow and the funds in the check, combined with the existing fund balance, should total \$20,000.

>

> Please feel free to call me if you have any questions.

>

> Thanks very much!

>

>

>

> Jeffrey T. Roberts

> Assemi Group, Inc.

> 1396 W. Herndon Suite 110, Fresno, CA 93711

> [REDACTED]
>
>
>
> -----Original Message-----
> From: Shelly Gunby [<mailto:shelly.gunby@cityofwinters.org>]
> Sent: Thursday, March 21, 2019 2:43 PM
> To: Jeff Roberts
> Cc: Ethan Walsh; [REDACTED]; John Donlevy
> Subject: RE: EXTERNAL MAIL: Re: EXTERNAL MAIL: RE: Winters Specific Plan
>
> Jeff
>
> Attached is the updated Advance of Funds Agreement for the Bellevue North 250 LLC project. Please sign the agreement, and send it and a check in the amount of \$11,678 (\$20,000-\$7,567.00-\$755.00=\$11,678).
>
>
> Once we have the agreement and funding in place, Heidi can move forward on working on the specific plan. I will be monitoring the deposit account and requesting funds on an "as needed" basis to be sure that we have funding on hand per the agreement.
>
> Thank you
>
> Shelly A. Gunby
> Director of Financial Management/City Treasurer City of Winters.
>
> -----Original Message-----
> From: Jeff Roberts [[mailto:\[REDACTED\]](mailto:[REDACTED])]
> Sent: Thursday, March 21, 2019 1:46 PM
> To: Shelly Gunby
> Subject: EXTERNAL MAIL: Re: EXTERNAL MAIL: RE: Winters Specific Plan
>
> The entity name is still Bellevue North 250 LLC. Thanks
>
> Sent from my iPhone
>
>> On Mar 21, 2019, at 1:37 PM, Shelly Gunby <shelly.gunby@cityofwinters.org> wrote:
>>
>> Good afternoon Jeff
>> I am preparing the agreement for your signature. Could you please advise me what your project name is? Is it still Bellevue North? I would like the proper name of the project on the agreement.
>>
>> Thanks
>> Shelly
>>
>> -----Original Message-----
>> From: Jeff Roberts [[mailto:\[REDACTED\]](mailto:[REDACTED])]
>> Sent: Wednesday, March 20, 2019 1:01 PM
>> To: [REDACTED]
>> Cc: John Donlevy; Shelly Gunby
>> Subject: EXTERNAL MAIL: RE: Winters Specific Plan
>>
>> Heidi,
>>
>> I would like both accounts to be "absorbed" into the new account. (

>> total \$8322)
>>
>> Then we could deposit another \$11,678 to get to the \$20,000 needed to start up this new process.
>>
>> Does that work?
>>
>>
>>
>> Jeffrey T. Roberts
>> Assemi Group, Inc.
>> 1396 W. Herndon Suite 110, Fresno, CA 93711
>> [REDACTED]
>>
>> -----Original Message-----
>> From: [REDACTED] [mailto:[REDACTED]]
>> Sent: Monday, March 18, 2019 5:25 PM
>> To: Jeff Roberts
>> Cc: john.donlevy@cityofwinters.org; Shelly Gunby
>> Subject: RE: Winters Specific Plan
>>
>> Hi Jeff -- Shelly dug up your information and here is what we found. You have two active agreements with the City:
>>
>> 1) Agreement for Advance of Funds for Bellevue North 250 which has \$755 remaining in a deposit account (agreement attached).
>>
>> 2) There is also a second deposit account called " Jeff Roberts Moody Slough Trail" with a remaining balance of \$7,567.00. I don't have that agreement but I believe this is a separate and distinct project.
>>
>> We are checking with our counsel, but for now we think the current
>> effort merits a fresh agreement with a new deposit of \$20,000 to cover
>> the tasks outlined in the letter John sent you (also attached). We
>> will apply the
>> \$755 to the new effort/agreement and void out the prior agreement. We will not do anything with the trail money. If you and John determine it is appropriate to void out the trail agreement as well, the City will coordinate with you to refund that money.
>>
>> Please let us know if you see things differently. Thank you!!!
>>
>> Heidi Tschudin
>> [REDACTED]
>> [REDACTED]
>> [REDACTED]
>>
>> -----Original Message-----
>> From: Jeff Roberts [REDACTED]
>> Sent: Wednesday, March 13, 2019 5:39 PM
>> To: [REDACTED]
>> Cc: john.donlevy@cityofwinters.org
>> Subject: Re: Winters Specific Plan
>>
>> Perfect!
>> By the way, I met with Christine Crawford today and let her know what
>> we were proposing to do in the near future. She said that the SOI will

>> be "hard work" but then gave me some ideas on how to position the
>> request for presentation to the LAFCO Board. She will rely heavily on
>> the CEQA work that the City will complete
>>
>> Talk with you soon
>>
>>
>> Sent from my iPhone
>>
>>> On Mar 13, 2019, at 5:26 PM, "[REDACTED]"
>> [REDACTED] wrote:
>>>
>>> Hi Jeff --Yes I am looking forward to working with you and your team.
>>> I will coordinate with Shelly to find the existing agreement and fund
>>> amount, review it with Ethan and John, and get back to you.
>>>
>>> Heidi Tschudin
>>> [REDACTED]
>>> [REDACTED]
>>> [REDACTED]
>>>
>>> -----Original Message-----
>>> From: Jeff Roberts <[REDACTED]>
>>> Sent: Wednesday, March 13, 2019 4:51 PM
>>> To: [REDACTED]
>>> Cc: john.donlevy@cityofwinters.org
>>> Subject: Winters Specific Plan
>>>
>>> Good afternoon Heidi,
>>>
>>> Well it looks like we are positioned to move forward with the
>>> Planning effort on our property!
>>>
>>> John and I talked briefly today after I received his letter and he
>>> decided that you and I should come up with the appropriate amount of
>>> deposit we need to submit for the initial work needed for the project.
>>>
>>> We are going to use a "standard" reimbursement and we already have
>>> some funds held by the City. Could you locate the existing agreement
>>> and see if we could use that?
>>>
>>> I will be going over the letter and attachments when I am back in the
>>> office (Friday) and let you know what I think about the outline.
>>> Please be thinking about the deposit amount and let's plan on talking
>>> next
>> week.
>>>
>>> Thanks!
>>>
>>> Sent from my iPhone=
>>>

REMITTANCE ADVICE

CITWIN City of Winters
Fresno, CA

Assemi Group, Inc
Check Number 22U-00003858
Check Date Apr 2, 2019

Date	Invoice	Reference	Payment Amt	Retention	Discount	Total Payment
0003 Assemi Brothers						
04/02/19	4/2019 WINTERSPLAN	WINTERSSPECIFICPLAN	11,678.00	0.00	0.00	11,678.00
Total Remittance			11,678.00	0.00	.00	11,678.00

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ORIGINAL DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER & HAS A MICROPRINTED BORDER

Assemi Group, Inc
1396 W. Herndon Ave., #101
Fresno, CA 93711

MUFG Union Bank, N.A.
7108 North Fresno Street, Suite 100 16-049/1220
Fresno, CA 93720

Date Apr 2, 2019 Check Number 22U-00003858

Pay *Eleven Thousand Six Hundred Seventy Eight Dollars 00 Cents* Amount \$11,678.00

To City of Winters
The Order Of Fresno, CA

Assemi Group, Inc

Per *Betty E. Garcia*
PAYABLE IN US DOLLARS

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES A WATERMARK - HOLD AT AN ANGLE TO VIEW



AGREEMENT FOR ADVANCE OF FUNDS

This Agreement for Advance of Funds ("Agreement") is entered into between _____ **Jeff Roberts** Developer") and the City of Winters, a municipal corporation ("the City"), as of March 21, 2019.

The City and the Developer agree as follows:

1. Developer hereby agrees to advance to the City, upon execution of this Agreement, the sum of Twenty Thousand Dollars (\$20,000.00) and to advance subsequent monies as provided herein. These monies (the "Funds") shall be used to reimburse the City for all costs and expenses of any kind incurred in the processing of the planning application for the Bellevue North 250LLC.
2. If, after completion of the project, as determined by the Director of Financial Management in the City's sole discretion, any portion of the Funds has not been expended or committed for expenditure, the City shall, within 60 days of such determination, return to the Developer such unexpended or uncommitted amount.
3. The Developer fully understands and agrees to each of the following:
 - a. Developer acknowledges that the initial \$20,000.00 deposited upon execution of this Agreement may not be adequate to fully reimburse the City of costs incurred in connection with processing of the application, and that periodically as need arises, Developer will be called upon to make further deposits of Funds. Developer agrees that there shall always remain on deposit with the City a minimum of Five Thousand dollars (\$5,0000.00) to cover the anticipated costs to be incurred for processing of the application. In the event, for any reason, a City request for further deposit of Funds from Developer is not fully satisfied, within five (5) business days, the City shall suspend processing of the application, in which case processing of the application will be delayed until the requested deposit is made to the City. In addition, should the Funds on deposit ever fall below Two Thousand Five Hundred dollars (\$2500.00) for a period of fifteen (15) business days, the City shall cease processing of the application and schedule the matter for City Council consideration and direction.
 - b. The Funds shall be deposited and maintained in a separate ledger account. The Funds shall be used, in the sole discretion of the City, to fund or aid in the funding of staff and consultant services, studies, activities, supplies and other costs incurred by the City in processing the application.
 - c. The advance of Funds shall not be contingent on the hiring of any specific employee or consultant. The City reserves absolute discretion as to the selection, hiring, assignment, supervision and evaluation of any and all employees, contractors, or consultants that may be

necessary to assist the City in processing the application. The City shall have the sole discretion to establish the amount of compensation paid to the employees and the amount of fees paid to the consultants or the consultants' firms that are hired by the City to complete the steps necessary for processing of the application.

d. The advance of Funds shall not be dependent upon the City's approval or disapproval of the project, or upon the result of any action , and shall in no way influence processing of the application. Neither Developer nor any other person providing funding for processing of the application shall, as a result of such funding, have any expectation as to the results of the City's actions in connection with processing of the application.

e. Developer is expressly prohibited from directly or indirectly exercising any supervision or control over any employee, agent, or consultant of the City engaged in processing of the application. Violation of this provision is cause for the City to cease processing of the application, at the sole and exclusive direction of the City. This prohibition shall not be construed to preclude Developer, its agents or representatives, from providing information to the City or any employee, agent or consultant of the City, or from seeking information from the City, or employee, agent or consultant of the City with respect to processing of the application.

4. Each party acknowledges that this Agreement sets forth all covenant, promises, condition and understandings between the parties regarding the advance of Funds for processing of the application and the uses thereof, and there are no promises, conditions or understandings either oral or in writing between the parties other than as set forth herein.

5. This Agreement shall be a public record of the City.

6. This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of the Agreement, the venue for any legal action shall be with the appropriate court in the County of Yolo, State of California.

7. Should legal proceedings of any type arise out of the Agreement, the prevailing party shall be entitled to costs, attorneys' fees, and legal expenses, including, but not limited, to expert fees.

8. Notices under this Agreement shall be deemed given when delivered or mailed by first class mail, postage paid, or sent by facsimile, addressed as follows:

CITY: John W. Donlevy, Jr., City Manager, City of Winters, 318 First Street, Winters, CA 95694

DEVELOPER Bellvue North 250 LLC

City of Winters

Dated: _____

By: _____
John W. Donlevy, Jr., City Manager

Developer:

Bellvue North 250 LLC

Dated: 4-02-2019

By: 
(signature)

Jeffrey T. Roberts - Agent
Printed Name and Title